teen years of age, employees in a cotton mill at Charlotte, N. C., to enjoin the enforcement of the Federal Child Labor Law (39 St. at L. 675) which prohibits the shipment in interstate commerce of any product of a mill, factory, etc., in the United States, in which within thirty days before the removal of such product children under the age of fourteen have been employed, or children between fourteen and sixteen have been employed more than eight hours in a day, or more than six days in any week, or between seven in the evening and six in the morning. *Held,* that the Act was invalid, since "it not only transcends the authority delegated to Congress over commerce but also exerts a power as to a purely local matter to which the federal authority does not extend." Holmes, McKenna, Brandeis and Clarke, JJ., *dissenting*. *Hammer v. Dagenhart* (June 3, 1918) U. S. Sup. Ct. Oct. 1917 Term, No. 704.

Mr. Justice Day's opinion distinguishes the earlier decisions which were thought to be controlling, such as the Lottery case, the Pure Food case, the White Slave case, the Whiskey case, on the ground that "in each of these instances the use of interstate transportation was necessary to the accomplishment of harmful results," while here "the goods shipped are of themselves harmless" and the thing intended and affected by the statute is not the regulating of transportation among the states but the standardizing of the ages at which children may be employed in manufacturing and mining within the states. One cannot read the luminous dissenting opinion of Mr. Justice Holmes without doubting the soundness of this distinction and questioning the wisdom of the majority's view that legislative motive and the indirect effects of legislation may limit the exercise by Congress of its admitted power to regulate commerce.

CONTRACTS—CONTRACT TO BEQUEATH—ACTION AT LAW FOR DAMAGES.—The plaintiff sued in the federal court for the southern district of New York the executors of L, alleging a promise by L to bequeath her $50,000 if she would perform certain services, that she had performed them, and that L had bequeathed her only $10,000. The District Judge transferred the suit to the equity side of the court on the ground that an action at law could not be sustained by New York law. The plaintiff filed a petition for mandamus to require the judge to entertain the suit at law. *Held,* that the petitioner was entitled to a writ of mandamus, since the law of New York permits an action at law for breach of a contract to leave a legacy. *Matter of Simons* (June 3, 1918) U. S. Sup. Ct. Oct. 1917 Term, No. 26 Original.

For a discussion of testamentary contracts, see (1918) 27 YALE LAW JOURNAL, 542.

CORPORATIONS—STOCK—SHARES ISSUED FOR CONSIDERATION LESS THAN PAR VALUE VOID.—The constitution of Oklahoma forbids any corporation to issue stock except "for money, labor done, or property actually received to the amount of the par value thereof, and all fictitious increase of stock . . . shall be void." A stockholder in an Oklahoma corporation filed a bill in equity asking cancellation of certain certificates of stock, alleging that they had been issued in violation of this provision. It appeared at the trial that they had been issued in good faith for only forty per cent. of the par value, which was all that could be obtained at the time. A portion of the "shares" had been transferred by the original holder to a *bona fide* purchaser for value. *Held,* that the shares issued in violation of the provision were absolutely void, even in the hands of a *bona fide* purchaser for value, and that the certificates should therefore be cancelled. *Lee v. Cameron* (1917, Okla.) 169 Pac. 17.

The court calls attention to the fact that in a large number of states the constitutional provision merely requires the stock to be issued for money or property, but does not, as in Oklahoma, require that the value received shall equal the par value of the stock. Decisions which hold that under provisions of that kind stock issued in good faith is valid, are therefore not in point in Oklahoma. The application of the rule to the *bona fide* purchaser for value may at first sight seem harsh, but the court leaves open the question of whether he would have an action for damages against the corporation or its officers, merely deciding that he is not entitled to retain his stock certificates or to have his name remain on the list of stockholders. The decision seems to carry out the obvious intention of the framers of the Oklahoma constitution.

FOREIGN CORPORATIONS—RIGHT TO SUE—INSTALLATION OF MACHINERY NOT LOCAL BUSINESS.—A Pennsylvania manufacturing corporation contracted with residents of Texas for the sale of an ice plant which was to be shipped from Pennsylvania, installed in Texas under the supervision of the seller's superintendent, and tested by him before the purchasers were obliged to accept it. The corporation, having performed its part of the contract, brought suit for the contract price, and was met by a plea that it had transacted business in Texas without having obtained a permit therefor and hence under Texas statutes was not authorized to prosecute its suit. *Held,* that the suit was maintainable, since the installation of the machinery was incidental to its sale in interstate commerce. Pitney, J., *dissenting. York Mfg. Co. v. Colley* (1918, U. S.) 38 Sup. Ct. 430.

The Texas courts had denied the plaintiff's right to maintain its suit on the strength of *Browing v. Waycross* (1914) 233 U. S. 16, 34 Sup. Ct. 578. That case held that the erection of lightning rods as incidental to an interstate sale of them was local business. Similarly, it had been held that the installation of an automatic railway signal system, including the digging of trenches for conduits for the wires, was local business. *General Ry. Sig. Co. v. Virginia* (1918, U. S.) 38 Sup. Ct. 360. The principal case distinguishes these decisions on the ground that in them the service to be performed in the foreign state was not essentially connected with and inherently related to the subject matter of the sale, while here it was. The distinction is obviously sound but not always easy of application.

MONOPOLIES—SHERMAN ACT—PRICE-FIXING FOR CERTAIN HOURS OF THE DAY.—By a rule of the Chicago Board of Trade members were forbidden to buy or offer to buy, during the hours between the closing of one day's session and the opening of the next, grain "to arrive" in Chicago, that is, grain then in transit to that city, at a price other than the closing bid of the session. Purchases of grain "to arrive" constituted a small proportion of the total transactions in grain, the greater part being "spot sales" and "future sales." *Held,* that the rule above stated was not in violation of the Sherman Anti-Trust Act. *Board of Trade v. United States* (1918, U. S.) 38 Sup. Ct. 242.

This case illustrates very well the operation of the modern and rational construction of the Sherman Act under the principles first enunciated in *Standard Oil Co. v. United States* (1911) 221 U. S. 1, 31 Sup. Ct. 502. The Board of Trade rule, during the hours of its operation, eliminated all competition between members of the Board of Trade in respect to prices for grain "to arrive"; but it affected only a small part of the grain coming to Chicago, left other important grain markets open to competition, operated only for certain hours of the day,—chiefly not regular business hours—and the price which it